

ISSUE:

Did the employer discharge the claimant for work-connected misconduct?

FINDINGS OF FACT:

The claimant started working for the employer on March 17, 2003. The claimant worked as a full-time tire technician. Lindgren was the claimant's most recent manager. The employer's progressive disciplinary policy informs employees they can be discharged after they receive a written warning. The claimant received a written warning in mid-August 2005 for taking an excessively long break. The written warning informed the claimant that if there were any more policy violations or problems, he could be discharged.

In late August or on September 9 around 6:30 p.m., a customer asked the claimant if he would mount two tires the customer had just purchased from the employer. The claimant was in the process of cleaning up the department when the customer made this request. Based on the claimant's comments, the customer understood the claimant would not mount any tires right before the employer closed, but would if the customer came back with the right paperwork. The employer expects employees to mount tires until the store closed at 7:00 p.m.

The customer went to another Wal-Mart store that night to get the two tires mounted. This store mounted the tires. After the customer complained about her experience at the claimant's store, the other store manager reported the complaint to Lindgren. After verifying the accuracy of the report with the customer, the employer talked to the claimant. The claimant denied telling the customer he would not mount the tires, but acknowledged his comments may have led the customer to reach this conclusion. On September 10, 2005, the employer discharged the claimant for refusing to service a customer during store hours.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if an employer discharges him for reasons constituting work-connected misconduct. Iowa Code § 96.5-2-a. For unemployment insurance purposes, misconduct amounts to a deliberate act and a material breach of the duties and obligations arising out of a worker's contract of employment. Misconduct is a deliberate violation or disregard of the standard of behavior the employer has a right to expect from employees or is an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. Inefficiency, unsatisfactory conduct, unsatisfactory performance due to inability or incapacity, inadvertence or ordinary negligence in isolated incidents, or good faith errors in judgment or discretion are not deemed to constitute work-connected misconduct. 871 IAC 24.32(1)(a).

After the claimant received the written warning in mid-August, he knew or should have known his job was in jeopardy if he violated any more of the employer's rules or policies. Based on the evidence presented during the hearing, the claimant intentionally disregarded the employer's interests when he failed to mount tires for a customer who asked him at 6:30 p.m. to mount some recently purchased tires. The claimant's job was to provide service to the employer's customers and he failed to service this customer. Since the claimant's job was already in jeopardy for failing to follow the employer's rules and policies, the employer discharged the claimant for work-connected misconduct. As of September 11, 2005, the claimant is not qualified to receive unemployment insurance benefits.

DECISION:

The representative's September 30, 2005 decision (reference 01) is reversed. The employer discharged the claimant for reasons constituting work-connected misconduct. The claimant is disqualified from receiving unemployment insurance benefits as of September 11, 2005. This disqualification continues until he has been paid ten times his weekly benefit amount for insured work, provided he is otherwise eligible. The employer's account will not be charged.

dlw/kjw